

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Case No. _____
Amended

**Notice of Preliminary Hearing on Motion
[Check One]**

**For Use of Cash Collateral
To Obtain Credit**

Debtor

YOU ARE NOTIFIED THAT:

1. The undersigned moving party, _____,
filed a motion [*check one*]
for use of cash collateral.
to obtain credit.

The motion is attached and it includes (1) the statement required by [Local Bankruptcy Form \(LBF\) 541.5, Procedures re: Motions for Use of Cash Collateral or to Obtain Credit](#) and (2) the following allegations:

- a. The immediate and irreparable harm that will come to the estate pending a final hearing is:
 - b. The amount of [*check one*] cash collateral credit necessary to avoid the harm detailed above prior to the final hearing is _____.
2. The name and service address of the moving party's attorney (or moving party, if no attorney) are:
 3. An evidentiary hearing on the motion, at which witnesses may testify, will be held as follows:

Date: _____ **Time:** _____

Location: Courtroom # _____, _____

Telephone Hearing [See [LBF 888](#), *Telephone Hearing Requirements*.]

Call In Number: (888) 684-8852

Access Code: 5870400 for Judge David W. Hercher (dwh)
1238244 for Judge Peter C. McKittrick (pcm)
4950985 for Judge Teresa H. Pearson (thp)
3388495 for Judge Thomas M. Renn (tmr)

Video Hearing. To connect, see www.orb.uscourts.gov/video-hearings.

4. If you wish to object to the motion, you must attend the preliminary hearing, file a written response, which states the facts upon which you will rely, with the clerk at 1050 SW 6th Ave. #700, Portland OR 97204 or 405 E 8th Ave. #2600, Eugene OR 97401, or both attend the hearing and file a written response.

If the response is filed within three business days before the hearing, notify the judge's chambers by telephone immediately after filing the document, as required by Local Bankruptcy Rule 9004-1(b).

5. I certify that on _____ this notice and the motion were served pursuant to Federal Rule of Bankruptcy Procedure (FRBP) 7004 on the debtor(s), any debtor's attorney, any trustee, any trustee's attorney, members of any committee appointed under 11 U.S.C. § 1102 or elected pursuant to 11 U.S.C. § 705 or its authorized agent (or, if no committee in a chapter 11 case, on all creditors listed on the list filed pursuant to FRBP 1007(d)), any creditors' committee attorney, the U.S. trustee, and all entities with any interest in the cash collateral subject to this motion, whose names and addresses used for service are as follows:

Signature of Moving Party or Attorney

OSB #

(If debtor is movant) Debtor's Address & Last 4 Digits of Taxpayer ID#(s)

Nicholas J. Henderson, OSB #074027

nhenderson@portlaw.com

Motschenbacher & Blattner LLP

117 SW Taylor St., Suite 300

Portland, OR 97204

Telephone: (503) 417-0500

Facsimile: (503) 417-0521

Of Attorneys for Debtor Clausen Oysters, LLC.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re:

CLAUSEN OYSTERS, LLC,

Debtor.

Case No. 23-60847-tmr11

DEBTOR'S MOTION FOR AUTHORITY TO
OBTAIN CREDIT

Debtor Clausen Oysters, LLC (the “**Debtor**”) hereby moves this Court for the entry of a final order authorizing Debtor to obtain credit for the purposes and on the terms set forth herein.

In support of this Motion, Debtor incorporates the statements contained in the Declaration of Seth Silverman (the “**Silverman Decl.**”) filed contemporaneously herewith, and further respectfully state as follows:

1. On May 18, 2023, (the “**Petition Date**”), the Debtor commenced a bankruptcy case by the filing of a voluntary petition for relief under Chapter 11 Subchapter V of the United States Bankruptcy Code.

2. Debtor has continued possession of its property and continues to operate and manage its business as Debtor-in-Possession pursuant to § § 1107(a) and 1108 of the Bankruptcy code. No request has been made for the appointment of a trustee or examiner in this proceeding.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. The bases for the relief requested herein are §§ 105 and 364 of the Bankruptcy Code, and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure.

5. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

6. On August 7, 2023, the Court entered the Order Granting Stipulated Motion to Approve Compromise Between Debtor and Clausen Family [ECF 67]. Among other things, the compromise provided that the Clausen Family's claim would be fully satisfied if the Debtor was able to pay the Clausen Family the amount of \$2,250,000 on or before September 18, 2023.

7. Debtor has been working with potential lenders to obtain financing needed to pay the settlement amount to the Clausen Family. However, Debtor was not able to obtain funding in time to meet the September 18, 2023 settlement payment deadline, due to delays in obtaining an appraisal on the Debtor's real property. As a result, on September 20, 2023, the Clausen Family obtained relief from the stay pursuant to the terms of the approved settlement. [ECF 77].

8. The appraisal of Debtor's real property ultimately arrived, and the Debtor has obtained a term sheet from a lender who indicates it can provide a loan on or before September 29, 2023. The Clausen Family has agreed to accept payment of the negotiated settlement amount if such payment is made on or before September 29, 2023, in exchange for Debtor's agreement not to contest the Clausen Family's choice of the receiver if and when the Clausen Family presents their motion for the appointment of the receiver in state court.

9. By this Motion, Debtor requests an order in the form attached hereto as Exhibit 1, authorizing Debtor to (a) enter into a Loan Agreement (the "***Loan Agreement***") to be prepared in accordance with the term sheet attached to the Proposed Order as Exhibit A (the "***Term Sheet***");

and (b) obtain post-petition financing consisting of a loan from Newport Blue Impact, LP, or its successors or assigns (“**Lender**”) on a secured basis allowable pursuant to 11 U.S.C. § 364(c)(2) and as an administrative expense pursuant to 11 U.S.C. § 503(b)(1).

10. It is in the best interest of Debtor and its estate to be authorized to obtain credit from Lender on a secured basis pursuant to the terms set forth in the Term Sheet because the credit will enable the Debtor to pay the Clausen Family, which will satisfy the Clausen Family’s liens and encumbrances against Debtor’s real and personal property at a negotiated discount. With the bridge loan in place from Lender, Debtor believes it will be able to propose and perform a plan to repay unsecured creditors in full in no more than six months, and then obtain long-term refinancing with a USDA loan.

11. Additionally, Debtor seeks authority to obtain credit on an interim basis, due to the compressed timeline between the time the Debtor obtained the Term Sheet and the new deadline for payment agreed to by the Clausen Family. Immediate and irreparable harm to the estate will occur if the proposed credit facility is not approved, as the negotiated settlement with the Clausen Family will disappear, and the Debtor’s property and business will likely be placed into receivership.

12. In addition to the proposed financing, Debtor’s member, Haynes Inlet, LLC, will contribute additional capital to pay the difference between the net amount available from financing and the settlement payment due to the Clausen Family.

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SUMMARY OF MATERIAL TERMS

13. The material terms of the Term Sheet are:

A. First Loan. The “First Loan” will be comprised of a secured loan in an aggregate principal amount not to exceed \$1,897,000, with the following terms:

i. Interest. The First Loan shall accrue interest at the rate of 13% per annum.

Term Sheet, page 1.

ii. Payments. The First Loan requires interest-only payments during the term, and such payments shall be made from an interest reserve funded prior to closing. Term Sheet, pages 1-2.

iii. Maturity. The loan matures 12 months after the Loan is obtained. Term Sheet, page 1.

iv. Events of Default. The Term Sheet indicates that the Loan Agreement shall provide for late charges of 10% of any payment not received by the due date, (b) default interest of an additional 12.00% upon and during an Event of Default, (c) for additional remedies typical of a transaction of this nature. Specific Events of Default would be included in the Loan Agreement, once finalized. Debtor would have 10 days to cure non-monetary defaults. Term Sheet, page 1.

v. Liens. The Term sheet provides that the First Loan will be secured by a first position liens against the Debtor’s real property. The Clausen Family’s existing lien against Debtor’s real and personal property would be paid from the Proceeds of the First Loan. Term Sheet, Ex. A (Sources and Uses).

vi. Borrowing Conditions. The conditions to closing the Loan and obtaining the advances are: 1) due diligence approval; 2) Bankruptcy Court approval of the Loan. Term Sheet, page 4.

14. This Motion does not contain any of the “Discouraged Provisions” listed in LBF 541.5. The Motion seeks approval under § 364(c)(2) only.

WHEREFORE, Debtor requests the entry of an Order granting the relief requested herein, by entering the proposed order in the form attached hereto as Exhibit 1, and for such other and further relief as the Court may deem proper.

Dated: September 21, 2023.

MOTSCHENBACHER & BLATTNER LLP

/s/ Nicholas J. Henderson

Nicholas J. Henderson, OSB No. 074027

nhenderson@portlaw.com

Motschenbacher & Blattner, LLP

117 SW Taylor St., Suite 300

Portland, OR 97204

Telephone: (503) 417-0508

Facsimile: (503) 417-0528

Of Attorneys for Debtor

EXHIBIT 1

PROPOSED ORDER

Nicholas J. Henderson, OSB #074027

nhenderson@portlaw.com

Motschenbacher & Blattner LLP

117 SW Taylor St., Suite 300

Portland, OR 97204

Telephone: (503) 417-0500

Facsimile: (503) 417-0521

Of Attorneys for Debtor Clausen Oysters, LLC.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re:

CLAUSEN OYSTERS, LLC,

Debtor.

Case No. 23-60847-tmr11

ORDER AUTHORIZING DEBTOR TO
OBTAIN CREDIT

THIS MATTER having come before the Court on upon Debtor's Motion for Authority to Obtain Credit (the "***Motion***"); notice of the Motion having been given pursuant to Bankruptcy Rule 4001(c) and LBR 4001-1(c); the Court having considered the arguments of counsel and all relevant pleadings, exhibits, and documents of record in this case, and the representation of counsel at the time of hearing; now, therefore,

FINDINGS

The Court finds as follows:

1. Debtor Clausen Oysters, LLC (the "***Debtor***") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on May 18, 2023 (the "***Petition Date***").
2. Debtor continues in possession of their property and are continuing to operate and manage its business as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
4. On August 7, 2023, the Court entered the Order Granting Stipulated Motion to Approve Compromise Between Debtor and Clausen Family [ECF 67]. Among other things, the compromise provided that the Clausen Family's claim would be fully satisfied if the Debtor was able to pay the Clausen Family the amount of \$2,250,000 on or before September 18, 2023.
5. Debtor was unable to obtain financing in time to pay the Clausen Family by the deadline of September 18, 2023.
6. On September 20, 2023, the Clausen Family obtained relief from the stay pursuant to the terms of the approved settlement [ECF 77].
7. Newport Blue Impact, LP ("**Lender**") has agreed to extend a post-petition loan (the "**Loan**") to Debtor on a secured basis pursuant to 11 U.S.C. § 364(c)(2) on the terms set forth in the Term Sheet attached hereto as Exhibit A (the "**Term Sheet**").
8. The Clausen Family has agreed to extend the deadline for payment of the settlement amount and will accept payment under the terms of the approved compromise if Debtor pays \$2,250,000 on or before September 29, 2023.
9. Debtor has concluded that the Loan is necessary to fund the settlement with the Clausen Family.
10. Debtor will suffer immediate and irreparable harm if the Loan is not approved, as Debtor will be unable to perform the terms of the settlement with the Clausen Family, will lose benefit of the negotiated discount, and Debtor's property and business will likely be the subject of foreclosure or receivership.
11. Debtor is unable to obtain adequate financing on equal or more favorable terms than those offered by Lender.

12. Debtor believes the proposed terms and conditions of the financial accommodations provided in the Term Sheet are fair and equitable, and in the best interest of Debtor's estate.

Based on the foregoing, good cause exists to grant the Motion on an interim basis and to enter this Interim Order. Now, therefore,

IT IS HEREBY ORDERED as follows:

- a) The Motion is GRANTED;
- b) Debtor is authorized to execute, if not previously executed, and deliver to Lender, a loan agreement that is consistent with the Term Sheet, and any notes or other loan documents incidental thereto (collectively, the "*Loan Documents*").
- c) Debtor is authorized to incur indebtedness under the terms of the Loan Documents and otherwise make such payments and perform such obligations as required or permitted under the terms of the Loan Documents.
- d) Debtor is granted authority, pursuant to Section 364(c)(2) of the Bankruptcy Code, to execute and deliver deeds of trust or other security documents to Lender, to provide liens against the Collateral, as specified in the Term Sheet;
- e) If any or all provisions of this Order are hereafter reversed, modified, vacated or stayed by any subsequent order of this Court, such reversal, modification, vacation or stay shall not affect the validity of any obligation to Lender that is or was incurred by Debtor pursuant to this Order, and that is or was incurred prior to the Effective Date of such reversal, modification, vacation or stay. Such reversal, modification, vacation or stay shall not affect the validity and enforceability of any priority authorized or granted by this Order.

###

PRESENTED BY:

MOTSCHENBACHER & BLATTNER LLP

Nicholas J. Henderson, OSB #074027
nhenderson@portlaw.com
117 SW Taylor St., Suite 300
Portland, OR 97204
Telephone: (503) 417-0508
Facsimile: (503) 417-0528

Of Attorneys for Debtor

EXHIBIT A
TERM SHEET

NEWPORT CAPITAL

September 19, 2023

Robert Kerr
eQcho Capital
66234 N. Bay Road, North Bend, OR 97459 ("Subject Property")

Dear Robert,

Newport Capital is pleased to offer this non-binding term sheet to provide financing in the form of a First Deed of Trust on the Subject Property. The terms outlined herein are subject to Lender due diligence and closing requirements.

Subject Property:	66234 N. Bay Road, North Bend, OR 97459
Lender:	Newport Blue Impact, LP.
Borrower:	LLC entity is TBD.
Guarantors:	TBD.
Loan Type:	Commercial bridge loan.
Use Of Proceeds:	The proceeds from the Loan will be used to refinance the Subject Property. See Sources and Uses Statement as Exhibit A.
Gross Loan Amount:	Up to \$1,897,000. Not to exceed 70.0% of current valuation.
Initial Loan Advancement:	Up to \$1,897,000.
Initial Term:	12 months.
Interest Rate / Type:	13.00% / Fixed Rate.
Default Rate:	12.00%.
Lender Fee:	2.00% of gross loan amount.
eQcho Capital Fee:	2.00% of gross loan amount.
Interest Reserve:	\$123,305 (6 months).
Payments:	Interest only. Due on the first of each calendar month. On the maturity date or upon prepayment, Borrower shall pay the outstanding balance, including all principal and all accrued and unpaid interest.
Prepayment Penalty:	None.
Late Fees:	10.00% of the amount then due.
Security / Collateral:	First deed of trust on Subject Property. Full recourse to Guarantors.
Events Of Default:	10-day grace period for monetary defaults, non-monetary defaults are either immediate or subject to notice and cure periods detailed in the loan agreements.

100 Bayview Circle, Suite 2200, Newport Beach, CA 92660
www.newportcapital.com

TRANSACTION COSTS: Borrower is responsible for all transaction costs including legal counsel to Borrower, Lender, and Manager, which amount may be paid from the proceeds of the Loan.

DEPOSITS: \$5,000. This Term Sheet will be void if the deposit is not received by Lender by 5:00pm PST on the day which is two business days after the date of Borrower signing this Term Sheet.
Please make deposit by wire as follows:

Newport Blue Impact, LP
Domestic Wire/ACH Routing Number: 122287581
Bank Name: First Foundation Bank
18101 Von Karman Ave, Suite 700
Irvine, CA 92612

Account Number: 5805033875
Account Name: Newport Blue Impact, LP
100 Bayview Circle, Suite 2200
Newport Beach, CA 92660
+1 (949) 891 0272

Reference: "Term Sheet Deposit – Bay Rd 66234 N"

EXPIRATION DATE: This Term Sheet will expire if not accepted and returned to Lender by 5:00p.m. PST on the day which is five business days after the date of this Term Sheet.

The undersigned acknowledges that [i] this Term Sheet does not constitute a commitment to enter into any transaction and [ii] the foregoing terms and conditions are acceptable subject to negotiation of the loan documents acceptable to Lender.

NEWPORT CAPITAL

By: _____
T.J. Coveyou

Date of Acceptance: _____

BORROWER

DocuSigned by:

By: _____
Authorized Signatory

Date of Acceptance: 9/19/2023

Exhibit A
Sources and Uses

Sources

Newport Loan - Net Proceeds	\$	1,677,000	67.9%
Newport Loan - Closing Fees and Reserves		220,000	8.9%
Total Newport Loan		1,897,000	76.8%
Sponsor Equity		573,000	23.2%
Equity/Other Sources		573,000	23.2%
Total Sources	\$	2,470,000	100.0%

Uses

Sell Carry Payoff	\$	2,250,000	91.1%
Total Debt/Liabilities Payoff		2,250,000	91.1%
Interest Reserves		123,305	5.0%
Newport Points		37,940	1.5%
eQcho Capital Points		37,940	1.5%
Newport Loan Fees		1,800	0.1%
Closing Costs Estimate		19,015	0.8%
Closing Fees and Reserves		220,000	8.9%
Total Uses	\$	2,470,000	100.0%

Exhibit B

Initial List of Diligence Items Required by Lender

- Background Checks
- Guarantor form
- Photo I.D.
- Entity Docs
- RPA
- Prelim
- Escrow Instruction
- Declarations
- Credit Authorization
- Insurance
- Comps
- Scope of work to be complete
- Appraisal

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **DEBTOR'S MOTION FOR AUTHORITY TO OBTAIN CREDIT** on the following person(s) through operation of the Court's CM/ECF electronic filing system:

- GARRETT EGGEN geggen@sussmanshank.com, ecf.garrett.eggen@sussmanshank.com
- SUSAN S FORD sford@sussmanshank.com, jhume@sussmanshank.com, ecf.susan.ford@sussmanshank.com; susan-ford-1058@ecf.pacerpro.com
- Geoff Groshong trustee@groshonglaw.com, kalen@groshonglaw.com
- NICHOLAS J HENDERSON nhenderson@portlaw.com, pzimmerman@portlaw.com; tsexton@portlaw.com; courtnotices@portlaw.com; hendersonnr86571@notify.bestcase.com
- TROY SEXTON tsexton@portlaw.com, nhenderson@portlaw.com, troy-sexton-4772@ecf.pacerpro.com, pzimmerman@portlaw.com, courtnotices@portlaw.com
- THOMAS W STILLEY tstilley@sussmanshank.com, jhume@sussmanshank.com, ecf.thomas.stilley@sussmanshank.com; thomas-stilley-7866@ecf.pacerpro.com
- US Trustee, Eugene USTPRegion18.EG.ECF@usdoj.gov

I further certify that I served the foregoing **DEBTOR'S MOTION FOR AUTHORITY TO OBTAIN CREDIT** on the parties listed on the attached mailing matrix

DATED: September 21, 2023.

MOTSCHENBACHER & BLATTNER LLP

By: /s/ Nicholas J. Henderson
Nicholas J. Henderson, OSB #074027
Of Attorneys for Debtor

Label Matrix for local noticing
0979-6
Case 23-60847-tmr11
District of Oregon
Eugene
Thu Sep 21 14:39:54 PDT 2023

Amerigas
P.O. Box 660288
Dallas, TX 75266-0288

Bandon Fabrication, LLC
55374 Rosa Road
Bandon, OR 97411-7213

CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203-2336

Charter Communications
P.O. Box 7173
Pasadena, CA 91109-7173

Compumatic Time Recorders, Inc.
1518 Bellmore Avenue
Bellmore, NY 11710-5506

Daco
8825 S. 184th St.
Kent, WA 98031-1232

Day Ship-Supply
702 Hemlock Ave.
Coos Bay, OR 97420

Empire Mercantile
640 Newmark Ave.
Coos Bay, OR 97420-3203

FedEx
PO Box 7221
Pasadena, CA 91109-7321

Alaska Air Cargo
P.O. Box 749877
Los Angeles, CA 90074-9877

Axle Logistics
P.O. Box 631490
Cincinnati, OH 45263-1490

Bank of the West
Attn: Nandita Bakhshi
295 Bush Street
San Francisco, CA 94104-4299

Capital One
PO Box 60599
City of Industry, CA 91716-0599

Childers Meat Co., Inc.
P.O. Box 41058
Eugene, OR 97404-0210

Confluence Environmental Co.
146 N. Canal Street, Suite 111
Seattle, WA 98103-8652

David O. Clausen
49667 Highway 101
Bandon, OR 97411-8236

GARRETT EGGEN
Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205-3089

Englund Marine & Industrial Supply
PO Box 296
Astoria, OR 97103-0296

Ferguson Enterprises, Inc.
PO Box 847441
Dallas, TX 75284-7411

Alison R. Barber
411 SW 2nd Ave., Ste 400
Portland, OR 97204-3408

BNT Promotional Products
PO Box 327
North Bend, OR 97459-0028

CB/NB Water Board
P.O. Box 539
Coos Bay, OR 97420-0108

Central Lincoln
P.O. Box 1126
Newport, OR 97365-0090

Clausen Oysters, LLC
66234 North Bay Road
North Bend, OR 97459-8506

Coos Bay Oyster Company
PO Box 5478
Charleston, OR 97420-0613

David O. Clausen
c/o Garrett S. Eggen
Sussman Shank LLP
1000 SW Broadway Suite 1400
Portland, OR 97205-3089

Empire Bakery
525 Newmark Ave.
Coos Bay, OR 97420-3256

SUSAN S FORD
1000 SW Broadway #1400
Portland, OR 97205-3066

GLS US
PO Box 31990
Stockton, CA 95213-1990

Golders Napa
957 S. Front St.
Coos Bay, OR 97420-1482

Greg Dale
100 Pampus Lane
Fortuna, CA 95540-9255

Geoff Groshong
600 Stewart Street
Ste 1300
Seattle, WA 98101-1255

NICHOLAS J HENDERSON
Motschenbacher & Blattner, LLP
117 SW Taylor Street
Ste 300
Portland, OR 97204-3029

HMWFG
3690 Broadway
North Bend, OR 97459-2200

Haglund Kelley LLP
c/o Joshua J. Stellmon
2177 SW Broadway
Portland, OR 97201-3129

Haynes Inlet, LLC
66234 North Bay Road
North Bend, OR 97459-8506

Haynes Inlet, LLC
8306 Wilshire Blvd., #1913
Beverly Hills, CA 90211-2304

Haynie Trucking LLC
16209 W. Hoffeldt Ln., Unit B
Brookings, OR 97415-9470

(p)IPFS CORPORATION
30 MONTGOMERY STREET
SUITE 1000
JERSEY CITY NJ 07302-3836

IRS
Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

Industrial Source
PO Box 7577
North Bend, OR 97459

Jorns & Associates
PO Box 782934
Wichita, KS 67278-2934

Jorns & Associates LLC
301 N. Saint Francis St.
Wichita, KS 67202-2621

Kimberly D. Stoltz
36377 Bartoldus Loop
Astoria, OR 97103-8510

Kimberly D. Stolz
c/o Garrett S. Eggen
Sussman Shank LLP
1000 SW Broadway Suite 1400
Portland, OR 97205-3089

Les County Sanitary
P.O. Box 625
North Bend, OR 97459-0051

Lilli K. Clausen
c/o Garrett S. Eggen
Sussman Shank LLP
1000 SW Broadway Suite 1400
Portland, OR 97205-3089

Lilli K. Clausen, Steven O. Clausen,
David O. Clausen, Kimberly D. Stoltz
93488 Promise Lane
Coos Bay, OR 97420-5315

Michael W Gantenbein
Whit Industries
90742 Sand Dollar Ln
Coos Bay, OR 97420-7667

Mutual of Enumclaw Insurance
PO Box 34983
Seattle, WA 98124-1983

North Bend Lanes
1225 Virginia Avenue
North Bend, OR 97459-2715

Ocean Empire Seafood
274 Harbor Way
South San Francisco, CA 94080-6816

Oyster Farmer's Son LLC
66227 North Bay Road
North Bend, OR 97459-8506

Pacific Seafood Co.
P.O. Box 842757
Boston, MA 02284-2757

Palogix Supply Chain
19176 Hall Rd., Suite 125
Clinton Township, MI 48038-6914

Patrick Myers Inc.
2580 Pony Creek Road
North Bend, OR 97459-2651

Plauche & Carr LLP
1218 Third Avenue Suite 2000
Seattle, WA 98101-3235

Roseburg Refrigeration
PO B0x 143
Roseburg, OR 97470-0020

TROY SEXTON
Motschenbacher & Blattner, LLP
117 SW Taylor St
Ste 300
Portland, OR 97204-3029

THOMAS W STILLEY
1000 SW BROADWAY #1400
PORTLAND, OR 97205-3066

Sorenson Transport Co., Inc.
PO Box 311
Chehalis, WA 98532-0311

Star-Box, Inc.
P.O. Box 2787
Newport Beach, CA 92659-0279

Steven O. Clausen
337 W. Hazel Street
Roseburg, OR 97471-2209

Steven O. Clausen
c/o Garrett S. Eggen
Sussman Shank LLP
1000 SW Broadway Suite 1400
Portland, OR 97205-3089

TRLC, Inc.
531 Main Street, #866
El Segundo, CA 90245-3006

Tarhell Aluminum
P.O. Box 5048
Coos Bay, OR 97420-0641

Tyree Oil, Inc.
P.O. Box 2706
Eugene, OR 97402-0266

US Bank
PO Box 790167
Saint Louis, MO 63179-0167

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

US Trustee, Eugene
405 E 8th Ave #1100
Eugene, OR 97401-2728

United Airlines
PO Box 100292
Pasadena, CA 91189-0292

Whiskey Creek Shellfish Hatchery Inc.
2975 Netarts Bay Rd. W
Tillamook, OR 97141-8330

Whit Industries
90742 Sand Dollar Lane
Coos Bay, OR 97420-7667

(p)WHITE SUMMERS CAFFEE & JAMES
ATTN AMANDA BLAUFUS
805 SW BROADWAY
SUITE 2440
PORTLAND OR 97205-3317

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

IPFS Corporation
24744 Network Pl
Chicago, IL 60673-1247

US Bank, N.A.
Attn: Andrew Cecere, President
800 Nicollet Mall
Minneapolis, MN 55402

White Summers Caffee & James, LLP
805 SW Broadway Suite 2440
Portland, OR 97205

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)David Clausen

(u)Lilli Clausen

(u)Steven Clausen

(d)Confluence Environmental Company
146 N Canal Street
Suite 111
Seattle, WA 98103-8652

(u)Kimberly Stolz

(d)Whiskey Creek Shellfish Hatchery, Inc.
2975 Netarts Bay Rd. W.
Tillamook, OR 97141-8330

End of Label Matrix	
Mailable recipients	74
Bypassed recipients	6
Total	80